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U.S. DISTRICT COURT E.D.N.Y.

★ MAY 30 2017 ★

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

LONG ISLAND OFFICE

Case No.:

LUCY DELGADO,

Plaintiff,

-against-

**COMPLAINT**

UNIVERSAL BEAUTY PRODUCTS, INC.,

Defendant.

Plaintiff LUCY DELGADO, by her attorney DONALD M. ZOLIN, as and for her  
Complaint, respectfully alleges, upon information and belief:

**AS AND FOR A FIRST CAUSE OF ACTION**

1. The plaintiff, LUCY DELGADO, at all times herein mentioned was and still is a resident of the County of Nassau and the State of New York.
2. Upon information and belief defendant UNIVERSAL BEAUTY PRODUCTS, INC. at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of Illinois with its principal place of business situated in the State of Illinois.
3. The defendant UNIVERSAL BEAUTY PRODUCTS, INC. at all times herein mentioned was and still is a foreign corporation which conducts business in the State of New York.
4. The defendant, UNIVERSAL BEAUTY PRODUCTS, INC. at all times herein mentioned has conducted and carried on business in the State of New York.
5. The defendant, UNIVERSAL BEAUTY PRODUCTS, INC. at all times herein mentioned was and still is a partnership doing business in the in the State of Illinois.

6. The defendant, UNIVERSAL BEAUTY PRODUCTS, INC. at all times herein mentioned was and still is a limited liability partnership doing business in the in the State of Illinois.

7. The defendant, UNIVERSAL BEAUTY PRODUCTS, INC. at all times herein mentioned was and still is a limited liability corporation doing business in the State of Illinois.

8. The defendant, UNIVERSAL BEAUTY PRODUCTS, INC. at all times herein mentioned was and still is a sole proprietorship doing business in the State of Illinois.

9. At all times herein mentioned, defendant UNIVERSAL BEAUTY PRODUCTS, INC. transacted business within the State of New York.

10. At all times herein mentioned, defendant UNIVERSAL BEAUTY PRODUCTS, INC. derived substantial revenue from goods used or consumed or services rendered in the State of New York.

11. At all times herein mentioned, defendant UNIVERSAL BEAUTY PRODUCTS, INC. expected or should reasonably have expected its acts to have consequences in the State of New York.

12. At all times herein mentioned, defendant UNIVERSAL BEAUTY PRODUCTS, INC. derived substantial revenue from interstate or international commerce.

13. At all times herein mentioned, the defendant UNIVERSAL BEAUTY PRODUCTS, INC. was engaged in the business of designing and manufacturing hair products.

14. On or about November 1, 2015, LUCY DELGADO purchased a hair care product known as Diamond Shield, which was designed and manufactured by defendant UNIVERSAL BEAUTY PRODUCTS, INC.

15. Upon information and belief the distribution, sale and/or lease of the aforesaid merchandise by defendant UNIVERSAL BEAUTY PRODUCTS, INC. was warranted to all intended users, including plaintiff, that said product was of merchantable quality and fit for the purposes for which it was intended, designed, manufactured, assembled, inspected, sold.

16. That the plaintiff used said product which was designed, manufactured, sold and/or leased, and distributed by defendant UNIVERSAL BEAUTY PRODUCTS, INC. in accordance with the instructions.

17. That the aforesaid product was inherently defective in both design and manufacture, and unsafe, inadequate and unfit for the purposes for which designed, manufactured, sold and distributed by defendant UNIVERSAL BEAUTY PRODUCTS, INC.

18. That the defendant UNIVERSAL BEAUTY PRODUCTS, INC. by its agents, servants and/or employees was careless and negligent in the manufacture of said product and failed to use due care in the design, construction and testing thereof. The limitations and dangers inherent in the use of said product were not open and obvious, and could not be ascertained or known to plaintiff, either by visual inspection or by the execution of preliminary testing.

19. The warranties of the defendant UNIVERSAL BEAUTY PRODUCTS, INC. were untrue.

20. As a result of the improper manufacture by defendant UNIVERSAL BEAUTY PRODUCTS, INC. and the breach of the warranties of merchantability and fitness for use by both defendants, the plaintiff was caused to sustain serious personal injuries, through no fault of plaintiff's, including the loss of the hair on head.

21. By reason of the foregoing, the plaintiff was rendered sick, sore, nervous and

disabled.

22. Due to defendant UNIVERSAL BEAUTY PRODUCTS, INC.'s breach of warranty, plaintiff LUCY DELGADO is entitled to damages.

**AS AND FOR A SECOND CAUSE OF ACTION**

23. Plaintiff repeats and realleges the allegations contained in paragraphs 1-22 with the same force and effect as if pleaded separately herein.

24. At all times herein mentioned, defendant UNIVERSAL BEAUTY PRODUCTS, INC. has been negligent in the manufacture, sale and distribution of its product Diamond Shield.

25. At all times herein mentioned, defendant UNIVERSAL BEAUTY PRODUCTS, INC. was aware of the dangerous and defective nature of its product Diamond Shield.

26. At all times herein mentioned, defendant UNIVERSAL BEAUTY PRODUCTS, INC. was aware of numerous complaints with regard to the safety of its product Diamond Shield.

27. At all times herein mentioned, defendant UNIVERSAL BEAUTY PRODUCTS, INC. intentionally and knowingly failed and refused to place any warning label on its Diamond Shield product so as to warn consumers of the dangerous nature of the product and to avoid injury to their hair and scalp.

28. Defendant UNIVERSAL BEAUTY PRODUCTS, INC. is liable to plaintiff for defendant's negligence.

29. Due to the negligence of defendant UNIVERSAL BEAUTY PRODUCTS, INC, plaintiff LUCY DELGADO is entitled to damages.

**JURISDICTION**

30. Jurisdiction in this Court is based upon diversity of citizenship of the parties pursuant

to 28 USC 1332, the amount in controversy exceeding the sum of Seventy Five Thousand (\$75,000.00) Dollars.

**PRAYER FOR RELIEF**

31. That as a result of the foregoing acts of defendant UNIVERSAL BEAUTY PRODUCTS, INC. plaintiff LUCY DELGADO is entitled to damages in the amount of One Million (\$1,000,000.00) Dollars.

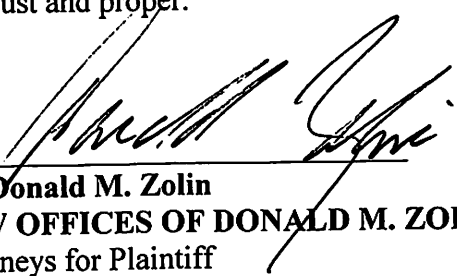
**WHEREFORE**, the plaintiff LUCY DELGADO demands judgment of defendant UNIVERSAL BEAUTY PRODUCTS, INC. as follows:

a. judgment awarding damages on the first cause of action in the sum of One Million (\$1,000,000.00) Dollars.

b. judgment awarding damages on the second cause of action in the sum of One Million (\$1,000,000.00) Dollars.

c. interest, the costs and disbursements of this action, together with such other and further relief as to this Court seems just and proper.

Dated: New York, New York  
May 30, 2017

  
By: **Donald M. Zolin**  
**LAW OFFICES OF DONALD M. ZOLIN**  
Attorneys for Plaintiff  
233 Broadway, Suite 2340  
New York, New York 10279-2302  
(212) 742-9200

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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Plaintiff,

-against-

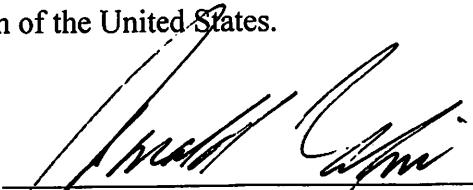
UNIVERSAL BEAUTY PRODUCTS, INC.,

Defendant.

**DEMAND FOR A JURY TRIAL**

PLEASE TAKE NOTICE, that plaintiff demands a trial by jury of all issues in the instant litigation pursuant to Rule 38 of the Federal Rules of Civil Procedure and the Seventh Amendment to the Constitution of the United States.

Dated: New York, New York  
May 30, 2017



By: Donald M. Zolin  
LAW OFFICES OF DONALD M. ZOLIN  
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New York, New York 10279-2302  
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**COMPLAINT WITH DEMAND FOR JURY TRIAL**

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